

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

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State of Nevada  
Purchasing Division

And on behalf of the

NASPO ValuePoint Cooperative Purchasing Program (NASPO ValuePoint)

## **Request for Proposal: 3250**

For

# **A MULTISTATE CONTRACT FOR MAINTENANCE REPAIR AND OPERATIONS (MRO), INDUSTRIAL SUPPLIES AND TOOLS**

Release Date: June 8, 2016

Deadline for Submission and Opening Date and Time: August 3, 2016 @ 2:00 PM

***Refer to Section 10, RFP Timeline for the complete RFP schedule***

For additional information, please contact:

Gail Burchett, Purchasing Officer II

State of Nevada, Purchasing Division

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(TTY for Deaf and Hard of Hearing: 1-800-326-6868  
Ask the relay agent to dial: 1-775-684-0172/V.)

***Refer to Section 11 for instructions on submitting proposals***

## PROPOSER INFORMATION SHEET FOR RFP 3250

### Proposer Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Proposer Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	<b><i>Contact Person for Questions / Contract Negotiations, including address if different than above</i></b>		
	Name:		
	Title:		
	Address:		
	Email Address:		

V8	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V10	<b><i>Name of Individual Authorized to Bind the Organization</i></b>		
	Name:		Title:

V11	Signature ( <b><i>Individual must be legally authorized to bind the Proposer per NRS 333.337</i></b> )		
	Signature:		Date:

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**A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects Proposers to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Proposers' technical exceptions and/or assumptions should be clearly stated in Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. Proposers' cost exceptions and/or assumptions should be clearly stated in Attachment H, Cost Proposal Certification of Compliance with Terms and Conditions of RFP. Exceptions and/or assumptions will be considered during the evaluation process; however, Proposers must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).**

**Prospective Proposers are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.nv.gov>).**

## **1. PROJECT OVERVIEW**

The State of Nevada, Purchasing Division on behalf of NASPO ValuePoint has administered a very successful multi-state contracting effort for over 12 years for the products which are the subject of this new solicitation. During calendar year 2015, over 40 States have participated in the contract and purchased over \$550,000,000.00 in products. The current contract will soon expire. Accordingly the State of Nevada Purchasing Division on behalf of NASPO ValuePoint and all participating States, is seeking a supplier or suppliers to provide Maintenance Repair and Operations (MRO), Industrial Supplies and Small Tools. Proposals will be considered from qualified proposers that can provide all products at minimum of one (1) entire category listed below and be able to supply the products to a minimum of one (1) entire State.

The State of Nevada is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # 3250. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **1.1 LEAD STATE**

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Proposers and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Nevada, Purchasing Division is:

Gail Burchett, Purchasing Officer II  
State of Nevada, Purchasing Division  
515 East Musser Street, Suite 300  
Carson City, Nevada 89701  
gburchett@admin.nv.gov  
Phone: 775-684-0172 Fax: 775-684-0188

## 1.2 GOALS AND OBJECTIVES

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The term of the master agreement shall be five (5) years as outlined in Section 3 of the *NASPO ValuePoint Master Terms and Conditions, Attachment I*.

It is anticipated that this RFP may result in multiple master agreement awards in the best interests of the States (s) at the recommendations from the leads State and combined sourcing team. This RFP is designed to provide interested Proposers with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposers are encouraged to expand upon the specifications to add service and value consistent with state requirements.

## 1.3 SCHEDULE OF EVENTS

Solicitation Release:	(June 8, 2016)
1 <sup>st</sup> set of Questions Deadline:	(June 22, 2016 @ 5:00 PM)
2 <sup>nd</sup> set of Questions Deadline:	(July 6, 2016 @ 5:00 PM)
Closing Date and Time:	(August 3, 2016 @ 2:00 PM)
Anticipated Award Date:	(October 2016)

All times are Pacific Time (PT) times unless indicated otherwise.

## 2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
<b><i>Assumption</i></b>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<b><i>Awarded Proposer</i></b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<b><i>BOE</i></b>	State of Nevada Board of Examiners
<b><i>Confidential Information</i></b>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).

<b>Acronym</b>	<b>Description</b>
<b><i>Contract Approval Date</i></b>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful Proposer.
<b><i>Contract Award Date</i></b>	The date when Proposers are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<b><i>Contractor</i></b>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<b><i>Cross Reference</i></b>	A reference from one document/section to another document/section containing related material.
<b><i>Customer</i></b>	Department, Division or Agency of the State of Nevada.
<b><i>Division/Agency</i></b>	The Division/Agency requesting services as identified in this RFP.
<b><i>EPP</i></b>	Environmentally Preferable Products: Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services that serve the same purpose.
<b><i>Evaluation Committee</i></b>	For this solicitation, an independent committee comprised of a majority of participating State officers established as a Sourcing Team to evaluate and score proposals submitted in response to the RFP.
<b><i>Exception</i></b>	A formal objection taken to any statement/requirement identified within the RFP.
<b><i>Goods</i></b>	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
<b><i>Key Personnel</i></b>	Proposer staff responsible for oversight of work during the life of the project and for deliverables.
<b><i>LCB</i></b>	Legislative Counsel Bureau
<b><i>LOI</i></b>	Letter of Intent - notification of the State’s intent to award a contract to a Proposer, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<b><i>May</i></b>	Indicates something that is recommended but not mandatory. If the Proposer

<b>Acronym</b>	<b>Description</b>
	fails to provide recommended information, the State may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
<b><i>Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>NAC</i></b>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>NOA</i></b>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<b><i>NRS</i></b>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <a href="http://www.leg.state.nv.us">www.leg.state.nv.us</a> .
<b><i>Pacific Time (PT)</i></b>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<b><i>Proposer</i></b>	Organization/individual submitting a proposal in response to this RFP.
<b><i>Proprietary Information</i></b>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<b><i>Public Record</i></b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<b><i>Redacted</i></b>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<b><i>RFP</i></b>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<b><i>Shall</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the State may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
<b><i>State</i></b>	The State of Nevada and any agency identified herein.

<b>Acronym</b>	<b>Description</b>
<b><i>Subcontractor</i></b>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<b><i>Trade Secret</i></b>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<b><i>User</i></b>	Department, Division, Agency or County of the State of Nevada.
<b><i>Vendor</i></b>	Organization/individual submitting a proposal in response to this RFP.
<b><i>Will</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

## 2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

<b>Holiday</b>	<b>Day Observed</b>
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

## 3. INFORMATION TO PROPOSERS

### 3.1 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a



nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites [www.naspoValuePoint.org](http://www.naspoValuePoint.org) and [www.naspo.org](http://www.naspo.org).

### **3.2 Participating States**

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: See *Additional Participating States Terms and Conditions, Attachment J*. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate *other States'* terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in *Additional Participating States Terms and Conditions, Attachment J*.

### **3.3 Anticipated Sales**

*Historical Sales, Attachment K*, contains spend data from the current contract. This data is for five (5) years sales. No minimum or maximum level of sales volume is guaranteed or implied.

### **3.4 Governing Laws and Regulations**

This procurement is conducted by the Lead State (Nevada), in accordance with the Lead State Procurement Code. These are available at <http://www.leg.state.nv.us/NRS/>. This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Nevada. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the *NASPO ValuePoint Master Agreement Terms and Conditions in Attachment I*.

### **3.5 Firm Offers**

Responses to this RFP, including proposed costs, will be considered firm for (180) days after the proposal due date.

## **4. ADMINISTRATIVE AND TECHNICAL RESPONSE REQUIREMENTS**

## 4.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Proposers must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

## 4.2 NASPO ValuePoint Master Agreement Statement of Compliance

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the ***NASPO ValuePoint Standard Terms and Conditions in Attachment I*** and Lead State specific terms and conditions required to execute a master agreement, the scope of work and selected portions of the Proposer's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Proposers will be bound to all the terms and conditions when executing a Master Agreement as shown in ***Attachment I***. Proposers must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement, ***Attachment I***.

### 4.2.1 Insurance

To be eligible for award, the Proposer agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

### 4.2.2 NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Proposer agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions and ***Attachment L***.

Proposers shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide the reporting contact within 15 days of Master Agreement execution.

### 4.2.3 NASPO ValuePoint eMarket Center

To be eligible for award, the Proposer agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading a hosted catalog or integrating a

punch-out site. Refer to **Attachment I**, Section 9, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

#### **4.3 Lead State Terms and Conditions**

Refer to Section 13 for the Lead State Special Terms and Conditions that apply to this solicitation. Proposer shall indicate in their Proposal that they have read and understand all of the requirements shown Lead State Terms and Conditions.

#### **4.4 Participating State Terms and Conditions**

As a courtesy to Proposers, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. A sample Participating Addendum is included as Attachment D. Proposers shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating.

#### **4.5 Technical Requirements**

This section contains technical requirements pertaining to this solicitation. Other sections of this RFP contain additional requirements that must be met in order to be considered responsive. Proposers must identify in their Proposal how their company meets (or exceeds) all requirements listed in Section 4 of this RFP solicitation.

##### **4.5.1 Proposer Profile**

Provide the following information specific to your company

- Your company's full legal name
- Primary business address
- Describe your company ownership structure
- Employee size (number of employees)
- Website
- Sales contact information
- Your client retention rate during the past 3 years
- A brief history of your company and the year it was founded
- Describe your company's growth during the past three years

##### **4.5.2 Customer Service**

4.5.2.1 What are your hours of operation and when are key account people available to us?

- 4.5.2.2 What are your hours of operation and when are key account people available to us?
- 4.5.2.3 Describe how problem identification and resolution will be handled.
- 4.5.2.4 How will you service our account? Describe the system you will use to manage our account.
- 4.5.2.5 How do you respond to customer complaints and service issues?
- 4.5.2.6 How do you assess customer satisfaction?
- 4.5.2.7 What are your quality assurance measures and how are they handled in your organization.
- 4.5.3 Technology
  - 4.5.3.1 Describe your online system that Purchasing Entities would use to place orders and receive results? Include all methods of order submission.
  - 4.5.3.2 Describe your ability and process to support a decentralized system of orders submitted from many end users in multiple states and location.
- 4.5.4 Data Security
  - 4.5.4.1 What measures do you take to protect sensitive customer information?
- 4.5.5 Promotion of the NASPO ValuePoint Master Agreement
 

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

  - 4.5.5.1 Briefly describe how you intend to promote the use of the Master Agreement.
  - 4.5.5.2 Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?

- 4.5.5.3 Public entities are sensitive to “scope” issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?
- 4.5.5.4 How will your company manage due dates for administrative fee payments and usage reports?
- 4.5.5.5 Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging Proposers in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

#### 4.5.6 Scope of Work

Proposers shall demonstrate in their Proposal how they meet or exceed the requirements of each section of the Scope of Work in Section Five (5). Proposers shall show each requirement and its response in their Proposal.

## 5. SCOPE OF WORK

### 5.1 Categories

The scope of work consists of 17 categories. This proposal has been divided into categories with items that generally represent those most frequently purchased during the previous contract period. Proposals will be considered from qualified proposers that can provide all products at minimum of one entire category listed below and be able to supply the products to a minimum of one entire State.

Further to better describe each category the United Nations Standard Products and Services Code (UNSPSC) code has been used.

Jan/San	codes 4713 and 4712
Fasteners	code 3116
Material Handling	codes 2410 and 3019
Power Sources	codes 2700 and 2711
HVAC	code 4010
Lamps and Lighting	codes 3911 and 3910
Plumbing	codes 3018 thru 4014
Electrical	code 3912
Paint	code 3121
Hand Tools	code 2711
Pneumatic Tools	code 2713
Power Tools	codes 2700 and 2711
Welding and Solder	code 2327 (does not include gas)
Security	code 4617
Automotive Tools	code 2711
Outdoor Equipment	code 27112

Safety code 4618 (does not include any public safety equipment).

## **5.2 Considerations/Evaluation Criteria**

This procurement contemplates a multi-state scope and may result in more than one award. The following are the weighted evaluation criteria for this procurement.

- 5.2.1 Experience in performance of comparable engagements/References;
  - 5.2.1.1 ESB/MBE& WBE Programs;
  - 5.2.1.2 Growth Incentives;
  - 5.2.1.3 The quality and availability of recycling or other sustainability programs, including products or services offered;
- 5.2.2 Conformance with the terms of this RFP;
  - 5.2.2.1 Return Policy;
  - 5.2.2.2 Distribution points
  - 5.2.2.3 Delivery;
  - 5.2.2.4 Shipping;
  - 5.2.2.5 Range of commodities offered;
  - 5.2.2.6 Scope of geographical coverage offered;
  - 5.2.2.7 Accurate and meaningful marking of green products in the on-line catalog when applicable;
- 5.2.3 Expertise and availability of key personnel;
  - 5.2.3.1 Contract Management
  - 5.2.3.2 Retail Store/Will Call Availability;
  - 5.2.3.3 The favorability of the terms under which the proposer will do business;
- 5.2.4 Demonstrated Competence;
  - 5.2.4.1 Reporting Capabilities
  - 5.2.4.2 Disaster Recovery Plan;
  - 5.2.4.3 Web based ordering System;
  - 5.2.4.4 The number of available green environmentally preferable products that meet the solicitations specifications available, showing a robust supply of green products.
- 5.2.5 Reasonableness of pricing.

While the primary purpose of this solicitation is to select a proposer(s) who can offer the supplies for all Participating States, proposers are permitted to submit a proposal on more limited geographical areas, however, not less than one entire Participating State. Proposers must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all Participating States. However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire

State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

A Participating State may evaluate and select a proposer for award in more limited geographical areas (e.g. A single state) where judged to be in the best interests of the State or States involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.

Participating States, and Purchasing Entities reserve the right to competitively solicit for additional sources for commodities during the contract term, where deemed to be in the best interests of the State(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.

Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

All pricing listed shall be ceiling prices with the option for Participating States to negotiate more favorable discounts for large orders.

Pricing shall be firm for the first year and may be changed with thirty (30) day notice every six (6) months afterwards.

The Participating State may elect to designate the resulting contracts as permissive, or mandatory.

## **5.3 VOLUME DISCOUNTS**

### **5.3.1 General**

Additional volume and other price discount options are encouraged, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the proposer. Extensions of additional discounts are not required but may be evaluated if offered.

### **5.3.2 Cumulative Ordering Volume Discounts**

The proposer is invited to identify additional percentage discounts if total cumulative ordering volumes (by all Purchasing Entities) exceed an amount specified by the proposer. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the award(s), as extended through option exercises.

### **5.3.3 Additional Volume Discount for Minimum Order Quantity**

The proposer is also invited to identify additional discounts for minimum order quantities. Purchasing Entities may consolidate purchases in order to take advantage of any volume discount extended by proposer for minimum orders, so

long as a single delivery location at the discretion of the Purchasing Entity is specified.

#### 5.3.4 Minimum Orders

No minimum dollar or item count is allowed on orders from Authorized Purchasers. Participating States reserves the right to authorize a minimum via their Participating Addendums.

### 5.4 ESTIMATED PURCHASES

The total purchase of any individual item on the contract is not known. The Purchasing Division has attempted to give an accurate estimate of probable purchases of each item for the contract period. The Purchasing Division does not guarantee that the Participating States will buy any or all estimated amounts of any specified item or any total amount.

### 5.5 SCOPE OF WORK- THIS SECTION IS MANDATORY- PROPOSERS MUST MEET THE FOLLOWING CRITERIA FOR THEIR PROPOSAL TO BE ACCEPTED AND SCORED BY THE SOURCING TEAM

#### 5.5.1 Ordering Capabilities

Orders resulting from this contract will be placed directly with the Proposer by the individual Purchasing Entity. The proposer must have toll free telephone, fax numbers and email address for use by those entities located outside of the proposer's toll free area. The proposer will ship and bill as requested by the purchasing agency. The purchasing agency will remit payment directly to the proposer. As an example, there are approximately 1,000 possible separate delivery locations within the State of Nevada. The number of locations will vary by Participating States.

5.5.1.1 Please supply your toll free telephone, facsimile number and email address.

5.5.1.2 In addition to the market basket items, Purchasing Entities will be allowed to order from a successful proposer's catalog(s) and website for delivery anywhere within the Participating States. NASPO ValuePoint requires internet catalogs.

#### 5.5.2 F.O.B. Destination

Prices for all items associated with this contract are to be FOB Destination anywhere within the Participating States or geographic area offered. Any exceptions to this provision must be clearly stated as an exception to this document.

#### 5.5.3 On-line Ordering



- 5.5.3.1 Successful proposer shall provide Internet Catalogs for all agencies as described below.
- 5.5.3.2 On-line Catalogs available? \_\_\_\_\_Yes \_\_\_\_\_No
- 5.5.3.3 Provide a descriptive narrative for the type of internet catalog offered, and a URL link.
- 5.5.3.4 Proposers must designate market basket items in their on-line catalogs for ease of ordering. What symbol or marking will you use to identify market basket items?
- 5.5.3.5 Proposers shall designate all environmental preferable products (EPP) in their on-line catalogs. Describe the designation (symbol) that you will use to identify these EPP products.
- A. Proposers must describe how they clearly identify EPP products in their catalog and if the products have received any 3<sup>rd</sup> party designations, (i.e. Green Seal, MPI, NEMA etc.).
- 5.5.3.6 Proposers shall describe how products that meet the following standards are clearly identified.
- A. Biodegradable Products Institute (compostable bags, food service ware);
- B. Consortium for Energy Efficiency (lamps);
- C. Cradle to Cradle (building materials, construction adhesives, etc.);
- D. Design Lights Consortium (LED lighting equipment);
- E. ENERGY STAR (HVAC and lighting equipment);
- F. Forest Stewardship Council (wood and paper products);
- G. Green Seal (cleaners, hand soap, janitorial paper products, paint);
- H. Master Painters Institute (MPI) Green Performance Standard (paints and coatings);
- I. NEMA Premium Efficiency (motors, ballasts);
- J. Scientific Certification Systems (SCS) Indoor Advantage Gold (building materials, furniture);

- K. Scientific Certification Systems (SCS) FloorScore (carpet, flooring, flooring adhesives, underlayment, etc.);
- L. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
- M. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.);
- N. USDA Biobased (lubricants, building materials, etc.);
- O. USDA Organic;
- P. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals);
- Q. WaterSense (water efficient fixtures, toilets, etc.);
- R. Restriction of hazardous Substances (RoHS) Directive;
- S. US EPA's (recycled content) Comprehensive Procurement Guidelines (CPGs);
- T. Rechargeable Batteries; and
- U. Solar Powered Equipment.

#### 5.5.4 E-commerce description

The successful proposer shall have a proven record of E Commerce capabilities, with the technology and support personnel to provide content deployment or punch out access to their online catalog, for the purpose of supporting the purchasing web sites of the Participating States. Provide a clear narrative addressing the statement above. Integration of a punch out site is required per Section 9d of the NASPO ValuePoint eMarket Center Section of ***Attachment I, NASPO ValuePoint Master Agreement Terms and Conditions***.

#### 5.5.5 E- Commerce and Web Catalog Capabilities

- 5.5.5.1 Multiple search options from narrow options to specific search criteria;
- 5.5.5.2 Display contract pricing;
- 5.5.5.3 Have workflow management controls;
- 5.5.5.4 On-line ordering capability;
- 5.5.5.5 Order status and order tracking capabilities;

- 5.5.5.6 Order history;
- 5.5.5.7 Allow users to develop personal lists and profiles, and a secure means for storing procurement card information;
- 5.5.5.8 Online help to use site should be available at minimum during normal work hours.
- 5.5.5.9 Technical data, illustrations, Material Safety Data Sheets, parts availability, and access to web-based product sourcing is required;
- 5.5.5.10 Allow viewers to view on line Proposer's product availability by location;
- 5.5.5.11 Ability to block certain items or categories.
- 5.5.5.12 Ability to accept "P-Card" payments.
- 5.5.5.13 Web-based Catalog available? ☐ Yes ☐ No
- 5.5.5.14 Contract pricing available on line? ☐ Yes ☐ No
- 5.5.5.15 Online workflow management? ☐ Yes ☐ No
- 5.5.5.16 Order Status/Tracking Online? ☐ Yes ☐ No
- 5.5.5.17 Order History? ☐ Yes ☐ No
- 5.5.5.18 Personal Lists? ☐ Yes ☐ No
- 5.5.5.19 Online Availability? ☐ Yes ☐ No
- 5.5.5.20 EPP Products identified and properly labeled in Catalog?  
☐ Yes ☐ No

#### 5.5.6 Storage Of Electronic Data

Describe in detail how the electronic information for each Participating State shall be stored.

- 5.5.6.1 Do you have a dual system as a backup in the unlikely event that the main information storehouse becomes unusable?
- 5.5.6.2 Provide a general description of security protocol including storage of data, ordering security and data file security.

#### 5.5.7 Catalogs

The successful proposer must provide paper and/or computer media catalogs to all agencies upon request for the duration of this contract.

#### 5.5.8 Procurement Card Policy

The successful proposer must offer the capability to accept procurement cards as an acceptable form of payment. Level III reporting is preferred.

5.5.8.1 Procurement Cards Accepted? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.5.8.2 Explain in detail your reporting capabilities for procurement card transactions.

#### 5.5.9 Forced Substitutions

Forced substitutions are not allowed. If an ordered item is out of stock, the Proposer must notify the purchasing entity for prior approval before substituting for the out of stock item. Explain your methodology for items that are discontinued or out of stock. This must include your substitution policy.

5.5.9.1 Explain how you will notify customers about out of stock items and how you will provide information about how the substituted product compares with the product that is out of stock.

#### 5.5.10 Customer Service Representatives

5.5.10.1 Proposers shall provide each authorized purchaser with customer service representatives assigned to handle questions and resolve all problems that arise.

5.5.10.2 Service representatives shall be available, at a minimum, from 8:00 am to 5:00 pm in **EACH** time zone, Monday through Friday. Service representatives shall be available by phone (via local or toll free number), fax, or email during the required times for each participating state.

5.5.10.3 This solicitation is for all States and all time zones. Describe how you will manage the servicing of the contract for each time zone.

5.5.10.4 Provide an Emergency number and contact for afterhours use.

5.5.10.5 All service representatives shall have online access to account information and provide a timely response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing questions, and contract compliance requirements.

5.5.10.6 Describe in detail the process that shall be used to ensure adequate service representatives will be available.

5.5.11 Training

Proposer shall provide all training as necessary at no additional pricing to all Participating States on all aspects of ordering, online ordering, product delivery, product returns, and customer service processes.

5.5.11.1 Describe in detail the Proposer's ability to offer training that may be required to ensure purchasing entities have a thorough understanding of all ordering processes including any online systems. No pricing for product training, safety training, or travel and per Diem.

**5.6 SCORED SECTION - THIS SECTION SHALL BE SCORED BASED ON THE PROPOSER'S RESPONSE TO EACH ITEM BELOW**

5.6.1 Return Policy

What is your standard return policy?

5.6.2 Distribution Points

It is desirable that a successful proposer has inside and outside sales staff and distribution facilities located in all Participating States or geographic area offered. Proposers must provide the locations of their distribution points and information regarding sales staff for each Participating States or geographic area offered.

5.6.3 Contract Management

5.6.3.1 Describe the Proposer's strategy for contract management and sales support including roles and responsibilities as they relate to each participating state for each of the proposed account teams that will handle contract management issues.

5.6.3.2 It is desired that proposers have a representative(s) that has the sole responsibility of management of this NASPO ValuePoint contract. Provide a list the name(s) and title(s) of the dedicated representative(s) per region or State.

5.6.3.3 Does your contract management include customer training? Please provide a detailed narrative including, at a minimum, the following:

A. Energy efficient products;

B. New products;

- C. Equipment and operation- Manufacturer/certified set up and training;
- D. Seminars;
- E. Other such as green products such as certified low toxicity cleaners, floor maintenance products and paints; recycled-content products, etc..

#### 5.6.4 Delivery

Delivery time for in-stock items should not exceed 24-48 hours for all points within in the Participating States. Non-stocked items must be delivered within 10 working days. The Participating States reserve the right to impose restrictions. Explain in detail your delivery policy.

- 5.6.4.1 Specify Guaranteed Delivery Time for In-Stock Items.
- 5.6.4.2 Specify Guaranteed Delivery Time for Non-Stock Items.
- 5.6.4.3 MSDS must accompany all orders at the time of delivery (where applicable).

The Participating States expect high delivery standards from all contractors. Penalties may be imposed on contractors that have continual late deliveries. These penalties may include but are not limited to cancellation of orders, request for discounted pricing, non-use of an offending contractor or cancellation of the contractor's participating addendum(s).

#### 5.6.5 Shipping

All shipments are to be delivered directly to the purchasing department/division address. All shipments shall include a packing label that includes at a minimum the following information on the outside of the package:

- 5.6.5.1 Authorized Purchaser;
- 5.6.5.2 Delivery Address;
- 5.6.5.3 Purchasing entity and floor;
- 5.6.5.4 Contact; and
- 5.6.5.5 Telephone number.

A packing slip shall also be included with each shipment, which shall include at a minimum the following information in no particular order:

- 5.6.5.6 Line item description;
- 5.6.5.7 Date ordered;
- 5.6.5.8 Quantity ordered;
- 5.6.5.9 Quantity included in shipment;
- 5.6.5.10 Any backordered items;
- 5.6.5.11 Unit Price and extension;
- 5.6.5.12 Number of parcels;
- 5.6.5.13 Purchase Order Number;
- 5.6.5.14 Purchasing entity name; and
- 5.6.5.15 F.O.B. Destination.

Describe in detail how your company has implemented environmentally sound shipping and transportation practices. For example:

- Is your company a US EPA SmartWay Partner?
- Are your vehicles equipped with emission control devices?
- Does your company use bio-diesel fuel?
- Does your company minimize shipping energy and environmental impacts in other ways?

#### 5.6.6 Implementation

Implementation of this contract is vital to the Participating States. Describe in detail your implementation program including an estimated time line to include at minimum the following points.

- 5.6.6.1 Describe in detail the Proposer's implementation plan, including all process steps.
- 5.6.6.2 Detail the specific information, resources, and assistance the proposer will require from each Participating State to implement the contract.
- 5.6.6.3 Describe how soon from execution of the Participating Addendum the online ordering system will be available to each Participating State. If a phased implementation is planned in terms of limited functionality vs. complete functionality, please specify.
- 5.6.6.4 Describe in detail the Proposer's experience when implementing customer relationships of equivalent size and complexity.
- 5.6.6.5 Describe any customization abilities for different States or political subdivisions within a Participating State.
- 5.6.6.6 Describe in detail how States can find and purchase environmentally preferable products through your website and/or store.

#### 5.6.7 Reporting Capabilities

The proposer shall provide the State of Nevada Purchasing Division information on all reports that are available without charge, to include a brief description of the report and the frequency. The State of Nevada and Participating States will decide which reports are required and notify the successful proposer(s). If there are other reports available at additional pricing, information on these reports is also required. Please note the reporting requirement in the NASPO ValuePoint terms and conditions.

In addition to the reporting capabilities requested above please thoroughly explain your company auditing policy to ensure that pricing and services are in compliance with the contract. Explain your policy for revenue recovery in the event that any auditing reveals incorrect pricing.

Does your company provide a green product spend report? Please describe how your company reports environmentally preferable product purchases.

#### 5.6.8 Sustainability/Environmental Practices

Sustainability and sound environmental practices are important to many of the Participating States. Thoroughly describe your sustainability and environmental practices that you currently have in place. This description should include the following:

- 5.6.8.1 Describe the key elements of your company's sustainability program including sustainability staff positions, qualifications and training.
- 5.6.8.2 Describe Proposer's environmental practices that are applicable to items that Proposer markets. Provide links to your published statements, policies and reports and summarize key accomplishments.
- 5.6.8.3 Use of single plastic resins in plastic components weighing more than 100 grams; Clear and visible labeling of plastic types in components weighing more than 25 grams.
- 5.6.8.4 Avoidance of paints, including metallic paints on any internal or external plastic housing.
- 5.6.8.5 Equipment that is assembled in such a way that components may be dismantled easily so that individual components may be disassembled, separated, identified and reused or recycled easily.



- 5.6.8.6 Provide a list of products for which you provide end of life take-back and recycling (e.g. fluorescent lamps, batteries, solvents, metals, etc.). List subcontractors if any you use for these services. List any fees or conditions for these services. Certificates of Disposal must be provided for hazardous waste. This is an EPA requirement.
- 5.6.8.7 All proposers are encouraged to offer packaging which minimizes or eliminates the use of disposable containers; is made from recycled content; contains a minimum of 25% by weight of post-consumer materials; and/or meets or exceeds the minimum post-consumer content level for respective packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines.
- 5.6.8.8 Proposers are encouraged to provide packaging that does not contain inks, dyes, pigments, adhesives, stabilizers, or any other additives to which any lead, cadmium, mercury or hexavalent chromium has been included as an element during manufacture or distribution in such a way that the sum of the concentrations levels of such lead, cadmium, mercury or hexavalent chromium exceed the following concentration level: 100 parts per million by weight (0.01%).
- 5.6.8.9 Describe in detail how your packaging complies with the above criteria. Describe in detail how your shipping promotes environmentally sound practices as listed above.
- 5.6.8.10 Explain on-line search capabilities for products that are environmentally safe.
- 5.6.8.11 Describe on-line and catalog descriptions that explain 3rd party certifications and in-house green labeling criteria. Proposers green claims are consistent with the Federal Trade Commission's Green Guides.(for more information visit: <https://www.ftc.gov/news-events/media-resources/truth-advertising/green-guides>)
- Yes \_\_\_\_\_ No \_\_\_\_\_
- 5.6.8.12 All drums shall remain the property of the supplier. Empty drums shall not become the property of the affected state entity under any circumstance or condition. All empty drums, including their respective caps, plugs, or bungs, shall be collected by the supplier within a reasonable time frame specified by the affected state entity for reuse or recycling via the most reasonable transport method.
- 5.6.8.13 Describe the key elements of your company's sustainability program including sustainability staff positions, qualifications and training.

5.6.9 Product Take Back End of Life

- 5.6.9.1 Provide a list of products for which you provide end of life take-back and recycling.
- A. List subcontractors if any.
  - B. List any fees or conditions for these services. Certificates of disposal must be provided for hazardous waste.
  - C. Use of single plastic resins in plastic components weighing more than 100 grams. Clear and visible labeling of plastic types in components weighing more than 25 grams.

5.6.10 Packaging

- 5.6.10.1 Describe in detail how your company works to reduce the environmental impacts of the packaging that is used on and around the products you offer. Explain at a minimum what your company does to comply with the criteria below:
- A. Eliminate disposable containers through the use of reusable shipping containers and alternate shipping ways.
  - B. Contains at least 25% by weight post-consumer recycled materials and/or meets or exceeds the minimum post-consumer content level for respective packaging in the U.S. Environmental Protection Agency Comprehensive Guidelines.
  - C. Is easily recyclable.
  - D. Does not contain inks, dyes, pigments, adhesives, stabilizers or other additives to which any lead, cadmium, mercury or hexavalent chromium has been included as an element during manufacture in such a way that the sum of the concentration levels of such lead, cadmium, mercury or hexavalent chromium exceed the following concentration level: 100 parts per million by weight. (0.01%)

5.6.11 Disaster Recovery

- 5.6.11.1 Please describe your emergency management plan to aid States during an emergency or disaster recovery. Be specific as to response time, supplies availability and other goods and services that you offer.

5.6.12 Emerging Small Business (ESB), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), And Disabled Veteran Owned Business(DV)

Some Participating States, may desire to purchase products and services from ESB/MBE/WBE/DV companies. Some Participating States may or may not have an ESB/MBE/WBE/DV program and therefore each state will integrate this desirable into its Participating Addendum, if applicable. In some Participating

States, to qualify as an ESB/MBE/WBE/DV supplier the listed companies must be registered with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE/DV companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years. Please explain how the Proposer will provide opportunity for, ESB/MBE/WBE/DV companies.

At a minimum, the following policies and practices must be described in detail:

- 5.6.12.1 Describe in detail how the Proposer will work with the registered companies to determine what products can be a part of the contract.
- 5.6.12.2 Describe in detail how the Proposer will track all ESB/MBE/WBE Products and services, including ordering, delivery, and invoicing.
- 5.6.12.3 Provide a list of Products that may be available to be purchased from ESB/MBE/WBE companies under the proposed Contract.
- 5.6.12.4 Describe how Proposer will make best efforts to increase the number of Products available to Authorized Purchasers under the Contract acquired from ESB/MBE/WBE businesses.
- 5.6.12.5 Describe what other products or services the Proposer can offer within a category that supports ESB/MBE/WBE suppliers.
- 5.6.13 Community Rehabilitation Program (CRP) / Qualified Rehabilitative Facilities (QRF):
  - 5.6.13.1 Describe how the Proposer supports the use of products and/or services sourced from QRF and the CRP programs.
- 5.6.14 Retail Store Purchases/Will Call:
  - 5.6.14.1 Describe the availability of contracted items through Proposer's branch locations. Please provide a list of branch locations that provide a will call service in each of the Participating States.
  - 5.6.14.2 Provide a narrative that explains how authorized purchasers will be able to make purchases at will call branch locations, make payment for those items and have those items included in the reporting.
- 5.6.15 Growth Incentives:

5.6.15.1 Describe in detail any contract growth incentives, e.g. larger revenue, different levels of discounts for large orders that may be offered to the Participating States/purchasing agency.

5.6.15.2 Describe in detail any incremental pricing incentives for on-line ordering verses fax or call in ordering.

5.6.16 Value added solutions

Proposers are encouraged to suggest value added solutions that may improve the States use of the contracts and products offered. One such value-add is product sourcing.

5.6.16.1 Sourced Products

- A. Supplier sourced products is a product which is not currently listed in the suppliers contract catalog or on-line ordering system at the time of order receipt but is capable of being supplied through the proposer.
- B. If the proposer is capable of supplying sourced products they must be direct line extension products which have a similar item to an established product category and the proposer must already have a publically recognized business partnership with the “brand”.
- C. The proposer must list in their cost proposal (Attachment G) their up charge for all sourced products. Up charges must be detailed on invoices as a separate item from the product charge.

Another value add product is vending machine solutions.

5.6.16.2 Vending Machines

- A. Vending style machines that can dispense singular or multiple products with control type methods.
- B. Proposers are encouraged to list their vending solutions.

## 6. COMPANY BACKGROUND AND REFERENCES

### 6.1 PROPOSER INFORMATION

6.1.1 Proposers must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	

Question	Response
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

6.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded Proposer, unless specifically exempted by NRS 80.015.

6.1.3 The selected Proposer, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as Proposer is doing business as?

Yes		No	
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If "No", provide explanation.

6.1.4 Proposers are cautioned that some services may contain licensing requirement(s). Proposers shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

6.1.5 Has the Proposer ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

<b>Question</b>	<b>Response</b>
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

- 6.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 6.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the Proposer has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the Proposer’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

<b>Question</b>	<b>Response</b>
Date of alleged contract failure or breach:	
Parties involved:	
Description of the contract failure, contract breach, or litigation, including the products or services involved:	
Amount in controversy:	
Resolution or current status of the	

Question	Response	
dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 6.1.8 Proposers must review the insurance requirements specified in ***Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions, Attachment I***. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in this Section.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP***. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, Proposers must be specific. If Proposers do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful Proposer ***must*** provide the Certificate of Insurance identifying the coverages as specified in ***Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions, Attachment I***.

- 6.1.9 Company background/history and why Proposer is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 6.1.10 Length of time Proposer has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 6.1.11 Financial information and documentation to be included in ***Part III, Confidential Financial Information*** of Proposer's response in accordance with ***Section 9.5, Part III – Confidential Financial Information***.

6.1.11.1 Dun and Bradstreet Number

6.1.11.2 Federal Tax Identification Number

## 6.2 SUBCONTRACTOR INFORMATION

- 6.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If "Yes", Proposer must:

- 6.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 6.2.1.2 If any tasks are to be completed by subcontractor(s), Proposers must:
  - A. Describe the relevant contractual arrangements;
  - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
  - C. Describe your previous experience with subcontractor(s).
- 6.2.1.3 Proposers must describe the methodology, processes and tools utilized for:
  - A. Selecting and qualifying appropriate subcontractors for the project/contract;
  - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
  - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
  - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 6.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 6.1, Proposer Information**.
- 6.2.1.5 Business references as specified in **Section 6.3, Business References** must be provided for any proposed subcontractors.
- 6.2.1.6 Proposer shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the Proposer.
- 6.2.1.7 Proposer must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 6.2, Subcontractor Information**. The Proposer must receive agency approval prior to subcontractor commencing work.

## 6.3 BUSINESS REFERENCES



- 6.3.1 Proposers should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 6.3.2 Proposers must provide the following information for every business reference provided by the Proposer and/or subcontractor:

The “Company Name” must be the name of the proposing Proposer or the Proposer’s proposed subcontractor.

<b>Reference #:</b>			
<b>Company Name:</b>			
<i><b>Identify role company will have for this RFP project (Check appropriate role below):</b></i>			
	<b>PROPOSER</b>		<b>SUBCONTRACTOR</b>
Project Name:			
<b>Primary Contact Information</b>			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
<b>Alternate Contact Information</b>			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
<b>Project Information</b>			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:			
Original Project/Contract Start Date:			
Original Project/Contract End Date:			
Original Project/Contract Value:			
Final Project/Contract Date:			
Was project/contract completed in time originally allotted, and if not, why not?			
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?			

- 6.3.3 Proposers must also submit *Attachment E, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 6.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 6.3.5 It is the Proposer's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 10, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the Proposer's score in the evaluation process.
- 6.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

## 6.4 PROPOSER STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per *Attachment F, Proposed Staff Resume*.

## 7. PRICE AND COST PROPOSAL

This section will be scored. Cost in proposals will be evaluated independent of the technical evaluation. Cost proposal must be submitted to the Lead State as a separate document in Proposers Proposal. **Do not embed cost proposal in the technical proposal response.**

Proposer shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment G.

Proposer must submit cost, prices and rates as required by Attachment H, Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Proposer's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Proposer's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on a Proposer's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

### 7.1 Price and Rate Guarantee Period

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Section 11 of the NASPO ValuePoint Master Agreement Terms and Conditions.

## 8. FINANCIAL

## 8.1 PAYMENT

- 8.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 8.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

## 8.2 BILLING

- 8.2.1 The State does not issue payment prior to receipt of goods or services.
- 8.2.2 The Proposer must bill the State as outlined in the approved contract and/or payment schedule.
- 8.2.3 Proposers may propose an alternative payment option. Alternative payment options must be listed on *Attachment H, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

## 9. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP as noted below:

### 9.1 QUESTIONS AND ANSWERS

- 9.1.1 The RFP Question Submittal Form is located on the Solicitation Opportunities webpage at <http://purchasing.nv.gov>. Select the Solicitation Status, Questions dropdown and then scroll to the RFP number and the “Question” link.
- 9.1.2 The deadline for submitting questions is as specified in *Section 10, RFP Timeline*.
- 9.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in *Section 10, RFP Timeline*.

## 10. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego Proposer presentations and select Proposer(s) based on the written proposals submitted.

<b>Task</b>	<b>Date/Time</b>
Deadline for submitting first set of questions	06/22/2016 @ 5:00 PM
Answers posted to website	On or about 06/29/2016
Deadline for submitting second set of questions	07/06/2016 @ 5:00 PM
Answers posted to website	On or about 07/13/2016
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 08/01/2016
Deadline for submission and opening of proposals	No later than 2:00 PM on 08/03/2016
Evaluation period (approximate time frame)	08/04/2016-09/12/2016
Selection of Proposer(s)	On or about 09/20/2016
Anticipated NASPO Board approval	October 2016
Contract start date (contingent upon approval)	October 2016

## **11. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT**

### **11.1 GENERAL SUBMISSION REQUIREMENTS**

- 11.1.1 Proposers' proposals must be packaged and submitted in counterparts; therefore, Proposers must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a Proposer determines that a portion of their technical response qualifies as "confidential" as defined within *Section 2, Acronyms/Definitions*.
- 11.1.2 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 11.3, Part I B – Confidential Technical and Section 11.5, Part III Confidential Financial Information*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 11.6, Confidentiality of Proposals*.
- 11.1.3 The remaining section is the Cost Proposal. Proposers may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.
- 11.1.4 The required CDs and Flash Drives must contain information as specified in *Section 11.6.4*.

- 11.1.5 Detailed instructions on proposal submission and packaging follows and Proposers must submit their proposals as identified in the following sections. Proposals, CDs and Flash Drives that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.
- 11.1.6 All information is to be completed as requested.
- 11.1.7 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 11.1.8 Although it is a public opening, only the names of the Proposers submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 11.1.9 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 11.1.10 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.
- 11.1.11 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 11.1.12 Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.
- 11.1.13 The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:
  - 11.1.13.1 Be submitted on recycled paper;

- 11.1.13.2 Not include pages of unnecessary advertising;
  - 11.1.13.3 Be printed on both sides of each sheet of paper; and
  - 11.1.13.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.
- 11.1.14 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective Proposers or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 11.1.15 Any Proposer who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 11.1.16 If a Proposer changes any material RFP language, Proposer's response may be deemed non-responsive per NRS 333.311.

## **11.2 PART I A – TECHNICAL PROPOSAL**

- 11.2.1 The technical proposal must include:
- 11.2.1.1 One (1) original marked "MASTER";
  - 11.2.1.2 One (1) identical hard copy; and
  - 11.2.1.3 One (1) identical copy on flash drive.
- 11.2.2 The technical proposal ***must not include*** confidential technical information (refer to ***Section 11.3, Part I B, Confidential Technical***) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.
- 11.2.3 Format and Content
- 11.2.3.1 Tab I – Title Page

The title page must include the following:

<b>Part I A – Technical Proposal</b>	
RFP Title:	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
RFP:	3250
Proposer Name:	
Address:	
Opening Date:	August 3, 2016
Opening Time:	2:00 PM

11.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

11.2.3.3 Tab III – Proposer Information Sheet

The Proposer information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

11.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Proposer Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of any Proposer licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications and/or licenses.

11.2.3.5 Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.

- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, Proposers ***must*** provide the specific language that is being proposed on ***Attachment B***.
- C. Only technical exceptions and/or assumptions should be identified on ***Attachment B***.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If Proposers do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

11.2.3.6 Tab VI – Section 3 – Scope of Work

Proposers must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

11.2.3.7 Tab VII– Section 4 – Company Background and References

Proposers must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 6.2, Subcontractor Information***, if applicable.

11.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

- A. Proposers must include all proposed staff resumes per ***Section 6.4, Proposer Staff Resumes*** in this section.
- B. This section should also include any subcontractor proposed staff resumes, if applicable.

11.2.3.9 Tab IX – Other Informational Material

Proposers must include any other applicable reference material in this section clearly cross referenced with the proposal.

## 11.3 PART I B – CONFIDENTIAL TECHNICAL PROPOSAL

- 11.3.1 Proposers only need to submit Part I B if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentiality and Certification of Indemnification***).
- 11.3.2 The confidential technical proposal must include:



- 11.3.2.1 One (1) original marked “MASTER”;
- 11.3.2.2 One (1) identical hard copy; and
- 11.3.2.3 One (1) identical copy on flash drive.

### 11.3.3 Format and Content

#### 11.3.3.1 Tab I – Title Page

The title page must include the following:

<b>Part I B – Confidential Technical Proposal</b>	
RFP Title:	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
RFP:	3250
Proposer Name:	
Address:	
Opening Date:	August 3, 2016
Opening Time:	2:00 PM

#### 11.3.3.2 Tabs – Confidential Technical

Proposers must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

## 11.4 PART II – COST PROPOSAL

### 11.4.1 The cost proposal must include:

- 11.4.1.1 One (1) original marked “MASTER”;
- 11.4.1.2 One (1) identical hard copy; and
- 11.4.1.3 One (1) identical copy on flash drive.

### 11.4.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

### 11.4.3 Format and Content

#### 11.4.3.1 Tab I – Title Page

The title page must include the following:

<b>Part II – Cost Proposal</b>	
RFP Title:	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
RFP:	3250
Proposer Name:	
Address:	
Opening Date:	August 3, 2016
Opening Time:	2:00 PM

11.4.3.2 Tab II – Cost Proposal

Proposer’s response for the cost proposal must be included in this tab.

11.4.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment H** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered, Proposers **must** provide the specific language that is being proposed in **Attachment H**.
- C. Only cost exceptions and/or assumptions should be identified on **Attachment H**.
- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If Proposers do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

**11.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION**

11.5.1 The confidential financial information part must include:

- 11.5.1.1 One (1) original marked “MASTER”; and
- 11.5.1.2 One (1) identical copy.

11.5.2 Format and Content

11.5.2.1 Tab I – Title Page

The title page must include the following:

<b>Part III – Confidential Financial Information</b>	
RFP Title:	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
RFP:	3250
Proposer Name:	
Address:	
Opening Date:	August 3, 2016

<b>Part III – Confidential Financial Information</b>	
Opening Time:	2:00 PM

11.5.2.2 Tab II – Financial Information and Documentation

Proposers must place the information required per *Section 6.1.11* in this tab.

## 11.6 CONFIDENTIALITY OF PROPOSALS

- 11.6.1 As a potential contractor of a public entity, Proposers are advised that full disclosure is required by law.
- 11.6.2 Proposers are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.
- 11.6.3 Proposers acknowledge that material not marked as “confidential” will become public record upon contract award.
- 11.6.4 The required CDs or Flash Drives must contain the following:

- 11.6.4.1 One (1) “**Master**” CD or Flash Drive with an exact duplicate of the technical and cost proposal contents only.
- A. The electronic files must include all required sections of the technical and cost proposal.
- B. The CD or Flash Drive must be packaged in a case and clearly labeled as follows:

<b>Master CD/Flash Drive</b>	
RFP No:	3250
Proposer Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

- 11.6.4.2 One (1) “**Public Records CD or Flash Drive**” which must include the technical and cost proposal contents to be used for public records requests.
- A. This CD or Flash Drive **must not** contain any confidential or proprietary information.

- B. All electronic files **must** be saved in “PDF” format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.
- C. The CD or Flash Drive must be packaged in a case and clearly labeled as follows:

Public Records CD/Flash Drive	
RFP No:	3250
Proposer Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 11.6.5 The Public Records submitted on the CD or Flash Drive will be posted to the Purchasing Website upon the Notice of Award.
- 11.6.6 It is the Proposer’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 11.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

## 11.7 PROPOSAL PACKAGING

- 11.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows.
- 11.7.2 Proposers are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

<b>Gail Burchett</b> <b>State of Nevada, Purchasing Division</b> <b>515 E. Musser Street, Suite 300</b> <b>Carson City, NV 89701</b>	
<b>RFP:</b>	3250
<b>OPENING DATE:</b>	August 3, 2016
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
<b>PROPOSER’S NAME:</b>	

- 11.7.3 Proposals ***must be received at the address referenced below no later than the date and time specified in Section 10, RFP Timeline.*** Proposals that do not

arrive by proposal opening time and date ***will not be accepted.*** Proposers may submit their proposal any time prior to the above stated deadline.

- 11.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 11.7.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.
- 11.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3250
<b>COMPONENT:</b>	PART I A – TECHNICAL PROPOSAL
<b>OPENING DATE:</b>	August 3, 2016
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
<b>PROPOSER'S NAME:</b>	

- 11.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3250
<b>COMPONENT:</b>	PART I B – CONFIDENTIAL TECHNICAL PROPOSAL
<b>OPENING DATE:</b>	August 3, 2016
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
<b>PROPOSER'S NAME:</b>	

- 11.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Gail Burchett State of Nevada, Purchasing Division</b>
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<b>515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3250
<b>COMPONENT:</b>	PART II – COST PROPOSAL
<b>OPENING DATE:</b>	August 3, 2016
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
<b>PROPOSER’S NAME:</b>	

- 11.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3250
<b>COMPONENT:</b>	PART III - CONFIDENTIAL FINANCIAL INFORMATION
<b>OPENING DATE:</b>	August 3, 2016
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
<b>PROPOSER’S NAME:</b>	

- 11.7.10 The CDs/Flash Drives shall be submitted to the State in a sealed package and be clearly marked as follows:

<b>Gail Burchett State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701</b>	
<b>RFP:</b>	3250
<b>COMPONENT:</b>	CDs/Flash Drives
<b>OPENING DATE:</b>	August 3, 2016
<b>OPENING TIME:</b>	2:00 PM
<b>FOR:</b>	A Multistate Contract For Maintenance, Repair And Operations, Industrial Supplies And Tools
<b>PROPOSER’S NAME:</b>	

## 12. PROPOSAL EVALUATION AND AWARD PROCESS

*The information in this section does not need to be returned with the Proposer’s proposal.*

- 12.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:**

- 12.1.1 Demonstrated competence
- 12.1.2 Experience in performance of comparable engagements
- 12.1.3 Conformance with the terms of this RFP
- 12.1.4 Expertise and availability of key personnel
- 12.1.5 Cost

Note: Financial stability will be scored on a pass/fail basis.

**Proposals shall be kept confidential until a contract is awarded.**

- 12.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).
- 12.3 Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the Proposer's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.
- 12.4 Clarification discussions may, at the State's sole option, be conducted with Proposers who submit proposals determined to be acceptable and competitive per NAC 333.165. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.
- 12.5 A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all Proposers may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

- 12.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

## **13. TERMS AND CONDITIONS**

### **13.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS**

*The information in this section does not need to be returned with the Proposer's proposal. However, if Proposers have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 13.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 13.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 13.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 13.1.4 For ease of responding to the RFP, Proposers are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.nv.gov>.
- 13.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 13.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 13.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 13.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 13.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.



- 13.1.10 A description of how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 13.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 13.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 13.1.15 Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Proposer agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Proposer for implementation of their proposal.
- 13.1.16 The State is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State.
- 13.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the Proposer's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 13.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 13.1.19 Any unsuccessful Proposer may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

## 13.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the Proposer's proposal. However, if Proposers have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in*

**Attachment B.** The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 13.2.1 The awarded Proposer will be the sole point of contract responsibility. The State will look solely to the awarded Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.
- 13.2.2 The awarded Proposer must maintain, for the duration of its contract, insurance coverages as set forth in the insurance section of the **NASPO ValuePoint Master Agreement Terms and Conditions, Attachment I**. Work on the contract shall not begin until after the awarded Proposer has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 13.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 13.2.4 **Attachment B and Attachment H** of this RFP shall constitute an agreement to *all* terms and conditions specified in the RFP, except such terms and conditions that the Proposer expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, Proposers *must* be specific. If Proposers do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 13.2.5 The State reserves the right to negotiate final contract terms with any Proposer selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded Proposer's proposal, the RFP, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

- 13.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 13.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.
- The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.
- 13.2.9 In accordance with NRS 333.4611, the State of Nevada Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program established pursuant to 42 U.S.C. 6294a or its successor, or meet the requirements established pursuant to 48 C.F.R. 23.203. These standards do not apply insofar as: (a) No items in a given class have been evaluated to determine whether they are eligible to receive the Energy Star label or have been designated by the Federal Government to meet the requirements established pursuant to 48 C.F.R. 23.302; or (b) The purchase of these items that have received the Energy Star label would not be cost-effective in an individual instance, comparing the cost of the items to the cost of the amount of energy that will be saved over the useful life of the item.

### 13.3 PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the Proposer's proposal.* However, if Proposers have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

#### 13.3.1 Award of Related Contracts

- 13.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

- 13.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

#### 13.3.2 State Owned Property

The awarded Proposer shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

#### 13.3.3 Right to Publish

- 13.3.3.1 Section 10 of ***Attachment I, NASPO ValuePoint Master Agreement Terms and Conditions***, prescribes requirements for prior approval of release of some information. All requests for the publication or release of any information pertaining to this RFP and any subsequent contract requiring approval under the clause must be in writing and sent to NASPO ValuePoint CEO or designee.
- 13.3.3.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the NASPO ValuePoint CEO or designee.
- 13.3.3.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 13.3.3.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the NASPO ValuePoint CEO or designee.
- 13.3.3.5 Throughout the term of the contract, the contractor must secure the written approval of the State per ***Section 13.3.4.2*** prior to the release of any information pertaining to work or activities covered by the contract.

### 13.4 TERMS AND CONDITIONS FOR GOODS

*The information in this section does not need to be returned with the Proposer's proposal. However, if Proposers have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on ***Attachment B, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they MUST be documented in ***Attachment B***. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

#### 13.4.1 Express Warranties

For the period specified on the face of the contract, contractor warrants and represents each of the following with respect to any goods provided under the contract, except as otherwise provided on incorporated attachments:

13.4.1.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

13.4.1.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the contract are ordinarily intended is general government administration and operations.

13.4.1.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

13.4.1.4 Conformity

The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of contractor's sales representative.

13.4.1.5 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

13.4.1.6 Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.

13.4.1.7 Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

#### 13.4.1.8 Title

Contractor has exclusive title to the goods and shall deliver the goods to the State ( or other Purchasing Entity as defined in Attachment I) free and clear of all liens, encumbrances, and security interests. If the contract causes title to vest in the State, the State hereby grants a security interest in the goods to contractor under the terms set forth in the contract.

#### 13.4.1.9 Infringement Indemnity

Contractor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and contractor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of contractor's goods. If the State is enjoined from using such goods, contractor shall repurchase such goods from the State at the original purchase price. The State shall notify contractor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of contractor, contractor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

#### 13.4.1.10 Usage of Trade; Course of Dealings; Implied Warranties

Contractor shall also be bound by any other implied warranty that, at the time of execution of the contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between contractor and the State from and after the execution of the contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract.

#### 13.4.1.11 Warranties Cumulative

It is understood that warranties created by the contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the contract, are cumulative and should be construed in a manner consistent with one another.

#### 13.4.1.12 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set

forth in the contract and any warranties implied by law, the parties agree that the specifications contained in the contract shall be deemed technical and mere language of description.

13.4.1.13 Beneficiaries of Warranties

Benefit of any warranty made in the contract shall be in favor of the State, any of its political subdivisions or agencies, as well as any other Purchasing Entity as defined in Attachment I and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

13.4.1.14 Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the contract, risk of loss from any casualty, regardless of the cause, shall be on contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

13.4.1.15 No Arrival; No Sale

The contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by contractor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the contract.

13.4.1.16 Price; Taxes; Payment

The price quoted is for the specified delivery, and, unless otherwise specified in the contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide contractor with a tax

exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the contract, payment shall be made by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to contractor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

#### 13.4.1.17 Governing Law

The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract, shall govern with respect to any goods provided under the contract to Purchasing Entities in the State of Nevada. Section 35 of ***Attachment I, NASPO ValuePoint Master Agreement Terms and Conditions***, governs choice of law for other Purchasing Entities.



## 14. SUBMISSION CHECKLIST

This checklist is provided for Proposer's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

<b>Part I A– Technical Proposal Submission Requirements</b>		<b>Completed</b>
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Proposer Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 5 – Scope of Work	
Tab VII	Section 6 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Informational Material	
<b>Part I B – Confidential Technical Submission Requirements</b>		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
<b>Part II – Cost Proposal Submission Requirements</b>		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment H - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
<b>Part III – Confidential Financial Information Submission Requirements</b>		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
<b>CDs/Flash Drives Required</b>		
One (1)	Master CD/Flash Drive with the technical and cost proposal contents only	
One (1)	Public Records CD/Flash Drive with the technical and cost proposal contents only	
<b>Reference Questionnaire Reminders</b>		
Send out Reference Forms for Proposer (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

## ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful Proposers’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, Proposers are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should Proposers not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the Proposer to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

*Please initial the appropriate response in the boxes below and provide the justification for confidential status.*

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD/Flash Drive has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
<i>Note: By marking “NO” for Public Record CD/Flash Drive included, you are authorizing the State to use the “Master CD/Flash Drive” for Public Records requests.</i>			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**This document must be submitted in Tab IV of Proposer’s technical proposal**

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES \_\_\_\_\_ I agree to comply with the terms and conditions specified in this RFP.

NO \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, Proposers *must* provide the specific language that is being proposed in the tables below. If Proposers do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

***Proposers MUST use the following format.*** Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

**ASSUMPTION SUMMARY FORM**

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of Proposer's technical proposal

## ATTACHMENT C – PROPOSER CERTIFICATIONS

Proposer agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The Proposer agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the Proposer.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Proposer or potential Proposer.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded Proposer, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the Proposer and incorporated by reference in the proposal, except such conditions and provisions that the Proposer expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, Proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Proposer's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a Proposer. The State reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Proposer understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any Proposer misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Proposer must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the Proposer per NRS 333.337.

---

Proposer Company Name

---

Proposer Signature

---

Print Name

---

Date

**This document must be submitted in Tab IV of Proposer's technical proposal**

## ATTACHMENT D – PARTICIPATING ADDENDUM

The following NASPO ValuePoint Participating Addendum Form is provided as a courtesy to Proposers interested in responding to this RFP. Please review this form, as this is the standard addendum used by the States for all services of independent contractors. It is not necessary for Proposers to complete the form with their proposal.

If exceptions and/or assumptions require a change, Proposers ***must*** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***



blank nvp model  
participating addenda

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT E – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing Proposers to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING PROPOSER	
1.	Proposing Proposer or Proposer's proposed subcontractor <b>MUST</b> complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing Proposer <b>MUST</b> send the Reference Questionnaire to <b>EACH</b> business reference listed for completion of Part D, Part E and Part F.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="margin-left: 40px;">State of Nevada, Purchasing Division Subject: <b>RFP 3250</b> Attention: <b>Purchasing Division</b> Email: <a href="mailto:rfpdocs@admin.nv.gov">rfpdocs@admin.nv.gov</a> Fax: 775-684-0188</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire <b>MUST</b> be received <b><i>no later than 4:30 PM PT 8/1/2016</i></b>
5.	Business references are <b>NOT</b> to return the Reference Questionnaire to the Proposer (Proposer).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the Proposer's score in the evaluation process.



Reference  
Questionnaire.doc

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT F – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



Proposed Staff  
Resume - 09-25-13.doc

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT G – COST SCHEDULE



NASPO ValuePoint  
Market Basket MRO F



% OFF LIST.doc

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*



**ATTACHMENT H – COST PROPOSAL CERTIFICATION OF COMPLIANCE  
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES \_\_\_\_\_ I agree to comply with the terms and conditions specified in this RFP.

NO \_\_\_\_\_ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, Proposers ***must*** provide the specific language that is being proposed in the tables below. If Proposers do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

***Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.***

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

***Proposers MUST use the following format.*** Attach additional sheets if necessary.

**EXCEPTION SUMMARY FORM**

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

**ASSUMPTION SUMMARY FORM**

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab III of Proposer's cost proposal.  
This form **MUST NOT** be included in the technical proposal.

## ATTACHMENT I – NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS



NASPO\_ValuePoint\_  
Master\_Terms\_and\_c

If exceptions and/or assumptions require a change to the Master Agreement, Proposers ***must*** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
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[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT J – ADDITIONAL PARTICIPATING STATES AND TERMS AND CONDITIONS



STATES WITH  
INTENTS TO PARTIC



Oregon PA terms  
and conditions.docx



Virginia Terms and  
Conditions.pdf

*To open the document, double click on the icon.*

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please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy.*

## ATTACHMENT K – HISTORICAL SALES



Historical Sales Data  
years 1-5.xlsx

*To open the document, double click on the icon.*

*If you are unable to access the above inserted file  
once you have doubled clicked on the icon,  
please contact Nevada State Purchasing at  
[srvpurch@admin.nv.gov](mailto:srvpurch@admin.nv.gov) for an emailed copy*

## ATTACHMENT L – DATA USAGE REPORT



Attachment L.xlsx

*To open the document, double click on the icon.*

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once you have doubled clicked on the icon,  
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